

**ZAGHI LAW GROUP, PLLC**

Nisan Zaghi, Esq.  
2129 New York Avenue  
BROOKLYN, NY 11210  
[nisan@zaghilaw.com](mailto:nisan@zaghilaw.com)  
917-530-1943

*Attorneys for Plaintiff*

**UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF NEW YORK**

AARON KATZ,

Plaintiff,

vs.

EXPERIAN; HYUNDAI CAPITAL  
AMERICA

Defendant.

Civil Action No.:

COMPLAINT FOR VIOLATIONS OF THE  
FAIR CREDIT REPORTING ACT

DEMAND FOR JURY TRIAL

Plaintiff Aaron Katz (“Plaintiff”) brings this Complaint against defendants Experian, and Hyundai. (“Defendant” of “Defendants”), and alleges, based upon Plaintiff’s personal knowledge, the investigation of counsel, and information and belief, as follows:

**NATURE OF THE ACTION**

1. This is an action to recover damages for violations of the Fair Credit Reporting Act, 15 U.S.C. § 1681, *et seq.* (the “FCRA”). Defendants have been reporting inaccurate account status information about Plaintiff’s Hyundai Account. Specifically, although the account has always been paid on time and in full, Defendants reported the account has late payments.

2. Although Plaintiff disputed the reporting in writing, Defendants failed to correct the reporting.

3. Defendants failures to remove the inaccurate account status has damaged and continues to damage Plaintiff by preventing him from being approved for financing and obtaining credit at the most favorable market rates. Plaintiff has also been forced to deal with the aggravation and humiliation of a poor credit score. Accordingly, Plaintiff is entitled to damages.

### **PARTIES**

4. Plaintiff resides in Staten Island, NY, and qualifies as a “consumer” as defined and protected by the FCRA.

5. Defendant Experian is a foreign corporation headquartered at 475 Anton Blvd., Costa Mesa, CA.

6. Defendant Hyundai Capital America is a foreign corporation headquartered at 4000 Macarthur Blvd., Newport Beach, CA 92660.

7. All Defendants qualify as a “consumer reporting agency” under the FCRA.

### **JURISDICTION AND VENUE**

8. The claims asserted in this complaint arise under §1681e(b) and §1681i of the FCRA. This Court has jurisdiction over the subject matter of this action under 28 U.S.C. §1331 and 15 U.S.C. §1692k.

9. Venue is proper in this District under 28 U.S.C. §1391(b).

### **STATEMENT OF FACTS**

10. At the beginning of July, Mr. Katz returned his Elantra to the Hyundai dealership.

11. After inspecting the vehicle, Hyundai notified him that he would be assessed a two thousand dollar bill for two damaged headlights. The dealership informed that if he repaired them and provided a receipt proving it, Hyundai would not charge him for the damage.

12. So he went to his local mechanic and had the repair done.

13. He provided a receipt and was told that the receipt mentions quantity 1, therefore they'll only wave one, unless he provided a corrected receipt showing that both headlights were repaired. He then sent a corrected receipt.

14. After explaining the situation to Hyundai in several phone conversations, he was told that he was right and they're waiving the whole amount. They also confirmed that as long as this matter is still being resolved, it will not affect his credit and his co-signers credit.

15. Every few days he would be harassed with phone calls about the matter to which he would respond by explaining the situation and they would ultimately agree. This kept on repeating itself even after speaking to managers.

16. To Plaintiff's dismay, Hyundai reported this account as delinquent to Experian despite telling him that they wouldn't.

17. Plaintiff disputed the delinquent account with Experian, but Experian did not remove it from his report.

## **COUNT I**

### **AGAINST ALL DEFENDANTS**

18. Plaintiff repeats and realleges the foregoing allegations as if set forth in full herein.

19. Defendants are liable for willfully, or at least negligently, failing to follow reasonable procedures to ensure the maximum possible accuracy of the account status information reported on Plaintiff's Hyundai account, in violation of 15 USC §1681e(b)

20. Defendants are also liable for willfully, or at least negligently, failing to conduct a reasonable investigation to determine whether the disputed information was inaccurate and by reinserting the disputed information back into Plaintiff's consumer report.

21. Plaintiff is thus entitled to actual damages, statutory damages, punitive damages and attorney's fees and costs.

**PRAYER FOR RELIEF**

**WHEREFORE**, Plaintiff demands a judgment:

- a) awarding Plaintiff statutory money damages, actual damages and punitive damages;
- b) awarding attorney's fees and costs, and other relief; and
- c) awarding such other relief as to this Court may seem just and proper.

**JURY DEMAND**

Plaintiff demands a trial by jury.

DATED: December 12, 2024

**ZAGHI LAW GROUP, PLLC.**

/s/Nisan Zaghi

Nisan Zaghi  
1318 Avenue J  
Brooklyn, NY 11230  
917-560-1943  
nisan@zaghilaw.com

*Attorney for Plaintiff*

**CERTIFICATION PURSUANT TO LOCAL CIVIL RULE 11.2**

Pursuant to Local Civil Rule 11.2, I hereby certify that the matter in controversy is not related to any other action, pending arbitration, or administrative proceeding currently pending in any court.

I further certify under penalty of perjury that the statements made in this complaint are true and correct.

/s/ Nisan Zaghi  
Nisan Zaghi